

Language Terminal Terms of Service

Valid from: October 22, 2024

The present Language Terminal Terms of Service complement memoQ's General Terms of Service and shall regulate memoQ's services related to its Language Terminal portal. The Language Terminal portal and its services are planned to be discontinued; they are not guaranteed to be provided after **January 22, 2025**. **Users are advised to download a copy of their data from the portal before that date**, in accordance with section 13 below.

These terms shall apply in the interim period until the closure of the Language Terminal portal and the termination of its services. In questions not regulated by the present document, memoQ's General Terms of Service, available at <https://www.memoq.com/legal/general-terms-of-service>, shall prevail.

1. Language Terminal (languageterminal.com) is an open translation management service portal provided by memoQ, where the users can build up their professional profile, and access various services that work with data that they upload to the portal.
2. By registering a profile in Language Terminal, users indicate that they accept the terms of use of Language Terminal set forth in these terms and in memoQ's General Terms of Service, and agree to comply therewith.
3. **Definitions:**
 - a) **Language Terminal, also Portal:** the entire portal; an open translation management platform.
 - b) **User:** an individual or an organization having a user account and a user profile in Language Terminal, using the services of the portal as part of, in relation to, or to the direct benefit of their profession, trade, or business activity.
 - c) **User profile:** a collection of personal and professional details about a User.
 - d) **User data:** collections of documents, files, or other data uploaded or otherwise added to Language Terminal by a User.
 - e) **Shared data:** collections of documents, files, or other data that a User makes available to other Users.
 - f) **Public data:** collections of documents, files, or other data that a User or the owner of Language Terminal makes publicly available from the portal.
 - g) **Value-added services:** social networking or document processing services that are available to Users of Language Terminal, and might be available free of charge, or might require subscription.
 - h) **Owner of Language Terminal:** memoQ as Provider.
4. **Grant of access:**
 - a) memoQ grants the User non-exclusive and non-transferable rights to access Language Terminal in accordance with these Terms of Service.
 - b) User may access their own User profile and User data, as well as profile and other data shared or published by other users or memoQ.
 - c) User may access value-added services offered by memoQ through Language Terminal. User acknowledges that access to certain value-added services requires a paid subscription or on-demand payment, and that memoQ is entitled to change the range of services, and the prices or subscription fees.
 - d) memoQ may not charge money for accessing the User's own data that were previously available, except when the User is in breach of these Terms of Service. On the other hand, memoQ has the right to charge for the storage capacity that is consumed by data that the User adds to Language Terminal.
 - e) User acknowledges that access to certain services may have additional technical requirements, such as the use of specific software (in addition to a web browser).
- f) User may not access User profiles and User data of other users, unless the other users explicitly share profile data or user data. Any technical possibility to access private data of other users is a malfunction of Language Terminal, and does not make the User entitled to exploit such possibility. memoQ may not be held responsible for any such malfunction and shall not offer compensation for any loss of data, unless required by law.
5. **Shared data:**
 - a) User may share data from their profile and the documents, files, or other data added to Language Terminal.
 - b) By sharing User data, User acknowledges that other users accessing these data are entitled to use them in accordance with these Terms of Service (with special regard to the terms concerning the intellectual property).
 - c) The User may stop sharing some or all data in their possession.
 - d) By sharing data, User does not become a service provider and shall not be expected to guarantee the availability or provide support or other services related to the data. Conversely, User has no right to charge money for shared data. The User may not expect such guarantees or services from other users.
6. **Intellectual property. Rights to use shared data:**
 - a) Shared data remain the intellectual property of the original creator or publisher.
 - b) User can access shared data for information purposes only. User may not redistribute the data or the access to them, unless the owner of the data – the user originally sharing the data – explicitly permits this.
 - c) User may not use shared data for commercial activities, except when this is expressly permitted by the other user, e.g. in the case of a translator subcontracting work to another.
 - d) User might receive data from third parties. The User might be subject to a non-disclosure agreement with the originating third party. By sharing data received from third parties, User acknowledges full liability for any breach of such non-disclosure agreements. User also acknowledges that in the event of such breach, memoQ may remove these data or User's entire account.
 - e) memoQ does not assume any responsibility regarding the management and transmission of data by Users.
7. **Social networking. Access to profile data:**
 - a) User may invite other users to be connected. User may accept or reject such connection requests.
 - b) User may decide to share profile data with or hide profile data from other users, including those connected with the User.
8. **Using value-added services:**
 - a) Language Terminal may offer value-added interactive or document processing services. Such services are provided "as is", without any guarantee of availability or suitability for a specific purpose.
 - b) Language Terminal may offer subscription-based interactive or document processing services. Availability or specific terms of such services may be subject to a separate Service Level Agreement that exists if such services are in place.
 - c) Provider may change the range of value-added services: introduce new services, or abandon existing ones without further notice.
9. **InDesign document conversion:**
 - a) User may use Language Terminal to convert Adobe InDesign documents to translatable formats. Both the source and the converted documents will be stored in User's profile until User deletes the documents or the entire profile.
 - b) The documents are converted by an Adobe InDesign Server that is running in memoQ's infrastructure. memoQ does not disclose the document to any third-parties.
 - c) The documents are not persistently stored anywhere other than User's profile. memoQ does not process or otherwise reuse the documents.

10. No availability level guaranteed:

- a) memoQ does not guarantee the availability of the Portal or its value-added services. However, memoQ shall make every reasonable effort to provide the highest possible availability.
- b) User understands and acknowledges that the Portal's availability depends on the availability of the hosting provider of the server in use. The hosting provider is never memoQ.
- c) Value-added services with a subscription fee are subject to a separate Service Agreement, which may stipulate a minimum availability. If a Service Agreement is in effect, the availability requirements apply to the Portal framework and the subscribed services. However, such requirements do not apply to value-added services that are available free of charge.
- d) Such Service Agreement is in effect only if the opening page of the Portal states so, and displays a link to the agreement.

11. Promotional activities and statistics:

- a) memoQ may use the Portal pages to distribute promotional materials about its own products.
- b) memoQ may send direct newsletters to users registered with the Portal. User may opt out from receiving direct newsletters.
- c) memoQ may not give contact information of Portal users to third parties.
- d) As an exception from the above point c), memoQ may facilitate the promotional activity of organizational members of the Portal, both among Portal users and outside the Portal. User may opt out from receiving such promotional communication.

12. Indemnity:

- a) By using the Portal, User may not post any content or perform any activity that violates the law or the rights of others. memoQ will assume no liability for posting such content. If authorities call memoQ's attention to such content, memoQ will immediately act to remove it. In such events, memoQ may suspend or remove User's account.
- b) memoQ does not own User's content, and does not assume any responsibility for it. The Portal is User's forum to the outside world, and as such, User must assume full liability for all contents posted.

13. Termination of Service: at its exclusive discretion, memoQ may cease to operate all or some of the services of Language Terminal. Prior to terminating some or all of the services, memoQ will notify the affected users 3 months in advance, allowing them to download a copy of their data from the affected services.